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FEB - 4 1992

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CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

152229

12 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
13 not-for-profit religious)
corporation;)
14)
Plaintiff,)
15)
16 vs.)
17 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)
18)
Defendants.)

Case No.

DECLARATION OF
ANDREW H. WILSON
IN SUPPORT OF ORDER
TO SHOW CAUSE RE
PRELIMINARY INJUNCTION

Date: February 14, 1992
Time: 9:30 a.m.
Dept.: 2

19
20 ANDREW H. WILSON deposes and says:

21 1. My name is Andrew H. Wilson and I am one of the attorneys
22 responsible for the representation of the Plaintiff in this action.
23 I have personal knowledge of the facts set forth in this Declaration
24 and could competently testify thereto if called as a witness.

25 2. The object of this action is to enforce, and recover for
26 the breach of, the provisions of a settlement agreement ("the
27 Agreement") entered into between Plaintiff and Defendant on December
28 6, 1986. That Agreement provided for mutual release of various

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1 claims between Plaintiff and Defendant, the payment of an
2 unspecified sum to Defendant, and contained various promises on the
3 part of the Defendant. The most important of these promises were:
4 (1) that the Agreement would be confidential and its contents would
5 not be disclosed; (2) that the Defendant would not assist persons
6 engaged in litigation adverse to Plaintiff and would, himself, not
7 attack Plaintiff or related individuals and entities; that the
8 Defendant would not participate voluntarily in proceedings against
9 Plaintiff unless compelled to do so by lawful subpoena or the
10 process; and (3) that Defendant would maintain strict confiden-
11 tiality and silence with respect to his experiences with Plaintiff
12 and with respect to any knowledge or information he might have
13 concerning the founder of the Scientology religion, L. Ron Hubbard.

14 3. Despite these promises, Defendant breached the
15 confidentiality provisions of the Agreement on at least three
16 separate occasions by providing it to counsel representing the
17 parties involved in lawsuits against the Plaintiff: First, on March
18 19, 1990, the Agreement was attached as Exhibit D to a motion filed
19 against Plaintiff herein in Corydon v. The Church of Scientology
20 International, Inc., et al., LASC No. 694401 (Exhibit C, Motion
21 only); second, on September 3, 1991, the Agreement was attached as
22 Exhibit A to a declaration of the Defendant Gerald Armstrong in
23 Asneran v. Church of Scientology of California, et al., United
24 States District Court for the Central District of California, No. CV
25 088-1786-JMI (Exhibit D, Declaration only); third, on July 19, 1991
26 the Agreement was filed as Exhibit 1 to a declaration of Gerald
27 Armstrong dated July 16, 1991, filed in Religious Technology Center,
28 et al. v. Joseph Yanny, LASC No. DC 033035.

1 4. In addition, Armstrong has been involved in numerous other
2 breaches of the Agreement, including aiding persons engaged in
3 litigation against Plaintiff, publicizing his experiences with
4 Plaintiff and his alleged knowledge of L. Ron Hubbard, and engaging
5 in other activities which are in breach of the Agreement. These
6 activities are the subject of a Motion for Preliminary Injunction to
7 be filed concurrently with the filing of the Complaint. A copy of
8 the Complaint to be filed in this action and the various pleadings
9 and papers to be filed in support of the Motion for Preliminary
10 Injunction present in greater detail the facts and legal authority
11 for the entry of an order of preliminary injunction. These are
12 submitted concurrently herewith for the convenience of the Court in
13 considering the instant application, which should be granted for the
14 same reasons set forth in those pleadings and papers.

15 5. Defendant's breaches of the Settlement Agreement are
16 continuing. With each continuing breach, more damages accrue. In
17 addition, because of the nature of the breaches, it is highly likely
18 that not all of them will be discovered. Even if the breaches are
19 discovered, it is unlikely that the damages which flow from those
20 breaches can be assessed with any degree of accuracy. For this
21 reason, an expeditious hearing of Plaintiff's Motion for Preliminary
22 Injunction is necessary. I will be out of the area the week of
23 February 17 - 21 and, for that reason, request that this hearing be
24 set no later than Friday, February 14, 1992.

25 6. Plaintiff had previously applied for an Order sealing the
26 entire file prior to the filing of the Complaint, and for an Order
27 shortening time on the hearing for Plaintiff's Motion for
28 Preliminary Injunction, and for an Order for permission to file a

1 brief in excess of 15 pages. Those applications were heard before
2 the Honorable William Stephens of this Court on Friday, January 31,
3 1992. Ford Greene, Esq. appeared on behalf of Defendant and
4 approved said applications. Judge Stephens declined to issue his
5 Order sealing the file, and for that reason the Complaint was not
6 filed and the other two applications were not considered.

7 On Monday, February 3, 1992 at approximately 3:30 p.m., I
8 telephoned counsel for Defendant, Ford Greene, to inform him that I
9 would be making the instant application. Attached hereto and
10 incorporated herein by reference as Exhibit A is a letter which by
11 telecopy to Mr. Greene on Monday, February 3, 1992 confirmed the
12 above telephone conversation.

13 I declare under penalty of perjury that the foregoing is true
14 and correct and that this Declaration was executed on February 4,
15 1992 at San Francisco, California.

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19 ANDREW H. WILSON
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